

# **EXHIBIT D**

The Moniker site will be unavailable due to scheduled maintenance on Thursday, May 31, 2012 between 7:00PM - 10:00PM Eastern Time.

SUPPORT

WHOIS

CART

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# Moniker Registration Agreement (Registrar Services)

Last Updated: November 15, 2008

This Domain Name Registration Agreement is by and between Moniker Online Services, LLC (hereinafter referred to as "Moniker", "we" or "us") and you, your heirs, agents, successors and assigns (hereinafter referred to as "you" or "your").

YOU ACKNOWLEDGE THAT MONIKER IS AN ICANN-ACCREDITED REGISTRAR BOUND BY AN AGREEMENT WITH ICANN AND THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF ICANN'S UNIFORM DOMAIN NAME DISPUTE RESOLUTION POLICY LOCATED [HERE](#), AS AMENDED FROM TIME TO TIME, WHICH IS HEREBY INCORPORATED AND MADE A PART OF THIS AGREEMENT BY REFERENCE FOR ALL TLD DOMAIN NAME REGISTRATIONS OR RENEWALS.

## 1. GENERAL

Moniker provides services relating to internet domain names including but not limited to Domain Name Registration, DNS, Doman WHOIS Privacy, Domain Sales, Auctions, Escrow, Domain Traffic Monitoring and Monetization, Web Hosting, E-mail, and File Upload (together with other product offerings and services Moniker may provide from time to time, the "services"). This Agreement sets forth the terms and conditions upon which Moniker will provide you with the services for which you have subscribed. By requesting Moniker to perform the services that you have requested, you are agreeing to be bound by this Agreement. Additionally, by selecting the services you have agreed to establish an account with us for such services. When you use your account or permit someone else to use your account to purchase or otherwise acquire access to services or to modify or cancel your Moniker service(s) (even if we were not notified of such authorization), this Agreement covers any such service or actions. Any acceptance of your application(s) for our services and the performance of our services will occur at the location of our principal place of business in Pompano Beach, Florida. Without limitation, the following are not included in the services: We cannot and do not check to see whether the domain name(s) you select, or the use you make of the domain name(s), or other of the service(s), infringes legal rights of others. It is your responsibility to know whether or not the domain name(s) you select or use infringe any legal rights of others.

## 2. FEES AND PAYMENT

As consideration for the services you have selected, you agree to pay Moniker the applicable service(s) fees for such service(s) as set forth on our website at the time of your selection, unless otherwise contracted. We may also pass through and collect from you any additional fees, surcharges, or other supplemental payment requirement imposed on Moniker by ICANN or any other regulatory agency in relation to your domain name registration. Payment may be made by you by providing a bank wire, a valid credit card, Paypal or check. All fees are due immediately and are non-refundable, including the pre-funding of your account, even if your services are suspended, terminated or transferred prior to the end of the services term. Domain name registrations and services in an unpaid or delinquent status may be manually or automatically deleted at any time, in our sole discretion. Moniker may take any and all remedies available to collect fees owed to it for providing any services including using your credit card/cards on file, funds in your account, or assuming ownership of your domain names and either keeping them for its own account or selling them.

Initial domain name registrations and services and domain name registrations and services whose terms have expired, must be in a paid status in order to be transferred, deleted, or be modified in any way, including modifications to request Moniker to affect the domain name record or to provide domain name services.

You are solely responsible for ensuring that any services you desire to renew are renewed. Moniker shall have no liability to you or to any third party in connection with the renewal or nonrenewal of any services, including, but not limited to, any failure or errors by Moniker or any other party in renewing the services. Any renewal of your services with us is subject to our then current terms and conditions and payment of all applicable service fees at the time of renewal. In the case of a re-registration, the renewal is subject to the domain name registry's acceptance of your domain name registration. You agree that if you paid by credit card for any services provided by Moniker, Moniker is authorized, but not obligated, to automatically charge your credit card and renew the applicable service(s) on or before their renewal date using the credit card information you have provided to us, unless you have notified us (as provided herein) that you do not wish to participate in our automatic renewal process. You may "opt out" of our automatic renewal process in accordance with the instructions on our Web site and email forms. You are solely responsible for the credit card

information you provide to Moniker and must promptly inform Moniker of any changes thereto (e.g., change of expiration date or account number, security code, or billing address).

### 3. SECURITY OF YOUR ACCOUNT

When you use any of our services through our e-mail, web-based, or wholesale application process, you are responsible for selecting and continuously managing your password and security settings to protect your account and your domain name registration records (including your contact records and host records) from unauthorized changes. You are entirely responsible for maintaining the confidentiality and secrecy of your password and account security settings, as well as your credit card and other information. All consequences of your voluntary disclosure of password and account information as well as all activities that occur in your account are your responsibility.

You agree to notify us immediately of any unauthorized use of your account or any other breach of security. You agree that you will be responsible for all activity that arises from your account, whether initiated by you or others on your behalf and Moniker shall be entitled to rely on any requests which have been initiated from your account. Moniker disclaims any liability for any activity in your account, whether initiated or authorized by you or not.

You acknowledge and agree that any and all funds prepaid by you to Moniker are nonrefundable. Funds in your Moniker account can only be used to purchase services from Moniker and will not be credited for other purposes.

### 4. ACCURATE INFORMATION

As further consideration for the service(s), you agree to provide us with certain true, current, complete and accurate information about you as required by our application process as well as to maintain and update this information as needed to keep it true, current, complete and accurate. In furtherance of the foregoing, you hereby agree to notify us within five (5) business days of a change in any information you have provided us, either with respect to your account information or registration information. Failure to provide such new information within the applicable five (5) business day period will constitute a material breach of the terms of this Agreement which will provide us the remedies specified herein, including suspension or termination of your account(s) with us.

We rely on the information you provide us to send you important information and notices regarding your account, legal matters, and our services as well as to provide proper WHOIS information as required by ICANN and the registries with whom we have contractual obligations. Our privacy policy, located on our Web site at [HERE](#) and incorporated herein by reference sets forth your and our rights and responsibilities with regard to your personal information. You agree that we, in our sole discretion, may modify our privacy policy at any time without notice. You agree that, by using our services after modifications to the privacy policy become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification you may terminate this Agreement after payment of all applicable fees then outstanding. We will not refund any fees paid by you if you terminate your Agreement with us. We will not process the personal data that we collect from you in a way incompatible with the purposes and other limitations described in our privacy policy and we will take reasonable precautions to protect your personal data from loss, misuse and unauthorized access or disclosure, alteration or destruction.

You represent and warrant that you have provided notice to, and obtained consent from, any third party individuals whose personal data you supply to us as part of our services with regard to:

- a. the purposes for which such third party's personal data has been collected,
- b. the intended recipients or categories of recipients of the third party's personal data,
- c. which parts of the third party's data are obligatory and which parts, if any, are voluntary; and
- d. how the third party can access and, if necessary, rectify the data held about them.

You further agree to provide such notice and obtain such consent with regard to any third party personal data you supply to us in the future. We are not responsible for any consequences resulting from your failure to provide notice or receive consent from such individuals nor for your providing outdated, incomplete or inaccurate information. Even if you license the use of our domain name registration services to a third party, you remain responsible for complying with all terms and conditions of this Agreement, and you accept liability for harm caused by such licensee's wrongful use of our domain name registration services, unless you promptly disclose the identity of such licensee upon request by any person who provides reasonable evidence of actionable harm.

You acknowledge and agree that domain name registration requires that this contact information, in whole or in part, be shared with the registry operator. As required by ICANN, this information must also be made publicly available by means of WHOIS, and that the registry operator may also be required to make this information publicly available by WHOIS. Both Moniker and our registry partners may be required to archive this information with a third party escrow service. You hereby consent and give permission for all such requirements and disclosures. Further, you represent and warrant that, if you are providing information about a third party, you have notified the third party of the disclosure and the purpose for the disclosure and you have obtained the third party's consent to such disclosure.

Subject to the requirements of our privacy policy, in order for us to comply the current rules and policies for the domain name system as required by ICANN, you hereby grant to Moniker the right and authority to disclose to the applicable domain registries and to third parties through an interactive publicly accessible registration database, including the WHOIS database, certain mandatory information that you are required to provide when registering or reserving a domain name as more fully specified in our privacy policy.

## 5. MODIFICATIONS TO AGREEMENT

You agree that we may revise the terms and conditions of this Agreement and/or change the services provided hereunder at any time. Any such revision or change will be binding and effective within ten (10) days after posting of the revised Agreement or change to the service(s) on our website or upon notification to you by posting of a notice on our website, by e-mail or mail. By continuing to use our services after any revision to this Agreement or change in service(s), you agree to abide by and be bound by any such revisions or changes.

If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice by e-mail or mail addressed as follows, Attention: Registrar Business Affairs, 20 SW 27th Ave. Suite 201, Pompano Beach, Florida 33069. Notice of your termination will be effective on receipt and processing by us, but is subject to your having paid in full any and all fees or other expenses due and payable by you to us. Any fees paid by you if you terminate the Agreement are nonrefundable, but you will not incur any additional fees unless they are owed to us for any services you ordered that are in unpaid status. We are not bound by nor should you rely on any representation by (a) any agent, representative or employee of any third party that you may use to apply for our services; or (b) on information posted on our Web site of a general informational nature. No employee, contractor, agent or representative of Moniker is authorized to alter or amend the terms and conditions of this Agreement.

- a. revise the terms and conditions of this Agreement; and/or
- b. change part of the services provided under this Agreement at anytime. Any such revision or change will be binding and effective immediately upon posting of the revised Agreement or change to the service(s) on Moniker' Web sites, or upon notification to you by e-mail or mail.
- c. You agree to periodically review our Web sites, including the current version of this Agreement available on our Web sites, to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice by e-mail or mail addressed as follows, Attention: Registrar Business Affairs, 20 SW 27th Ave. Suite 201, Pompano Beach, Florida 33069. Notice of your termination will be effective on receipt and processing by us. Any fees paid by you if you terminate your Agreement with us are nonrefundable, but you will not incur any additional fees unless they are owed to us for any expired services that are in unpaid status. By continuing to use Moniker' services after any revision to this Agreement or change in service(s), you agree to abide by and be bound by any such revisions or changes. We are not bound by nor should you rely on any representation by:
- d. any agent, representative or employee of any third party that you may use to apply for our services; or
- e. on information posted on our Web site of a general informational nature. No employee, contractor, agent or representative of Moniker is authorized to alter or amend the terms and conditions of this Agreement.

## 6. DOMAIN RENEWAL, DELETION AND TRANSFER OF EXPIRED DOMAIN NAMES

[Click here](#) to review the Domain Deletion and Auto-Renew Policy

You agree that we may, but are not obligated to, allow you to renew your domain name after its registration term has ended and its expiration date has passed. You agree that after the expiration date of your domain name registration and before it is deleted or renewed, we may direct your domain name to an IP address designated by us, including, without limitation, to an IP address which hosts a parking, under construction, or other temporary page that may include promotions and advertisements for, and links to, Moniker's Web site, Moniker product and service offerings, third-party Web sites, third-party product and service offerings, and/or Internet search engines and/or advertisements, and you agree that we may place our contact information in the WHOIS output for the expired domain name. Should you not renew your domain name prior to the expiration date or during any grace period, such grace period to be granted in our sole discretion, you agree that we may, in our sole discretion, renew and transfer the domain name to our control, or to a third party on your behalf (such a transaction is hereinafter referred to as a "Post Term Renewal and Transfer"), and your failure to renew the domain name in question shall constitute your consent to such a Post Term Renewal and Transfer. In the event we are able to identify such a third party and effectuate such a Post Term Renewal and Transfer, we may notify you via email after the transaction is completed. Additionally, in our discretion, you may be eligible to receive a portion of the Net Proceeds received by us as a result of a Post Term Transfer of your domain name. These Net Proceeds will be added to your account and are to be used for Moniker related services only. For purposes of this paragraph, "Net Proceeds" shall mean the total fees paid to us by another party or our third party vendor as a result of a Post Term Renewal and Transfer, less any registry fees, credit card charge-backs, processing and check fees, and other costs or fees associated with the Post Term Renewal and Transfer of the domain name. You agree that we shall have no obligation to pay you, and you shall have no right to receive any percentage of the Net Proceeds unless, within ninety (90) days after the date of our notification to you, you first provide us with the name, address and related information requested by us (including, but not limited to, a Form W-9, if applicable) in our notification. We cannot guarantee, and we make no representation or promise, that any Post Term Renewal and Transfer will occur with respect to your domain name or that we will pay you any Net Proceeds.

You may transfer your domain name registration to a third party of your choice, subject to the procedures and conditions found at: <http://www.moniker.com/help/dtc.jsp>, incorporated herein by reference. You understand that you may not transfer your domain to another Registrar until the 61st day after initial registration or any renewal or transfer of the domain to Moniker, or change of ownership of the domain within the Moniker system.

When requesting to transfer your domain to (or from) Moniker to (or from) another registrar, Moniker must receive authorization by you in advance of such transfer request. This authorization can come in the form of an email from the account holder and/or

registrant, or via authorized fax showing proof of ownership of the domain. When transferring a domain name to Moniker, your registration will be extended for one year, provided that in no event shall the total unexpired term of the registration exceed ten (10) years.

You agree to maintain accurate records appropriate to document and prove the initial domain name registration date, regardless of the number of Registrars with which you entered into a contract for registration services.

## 7. CUSTOMERS THROUGH A BACKORDER SERVICE

If you are registering a domain name through our affiliate SnapNames.com and that domain name was a Post Term Renewal as described above, you acknowledge and agree that the term of your registration will be for a period of one year from the domain name's original expiration date, not one year from the date on which you took ownership of the domain name. If you are registering a domain name at Moniker through SnapNames.com and the domain is not a Post Term Renewal name, you acknowledge and agree that the term of your registration will be for a period of one year from the date of the domain registration.

## 8. DOMAIN NAME DISPUTE POLICY

If you reserved or registered a domain name through us, you agree to be bound by our current domain name dispute policy that is incorporated herein and made a part of this Agreement by reference. You also agree to submit to proceedings commenced under the Uniform Domain Name Dispute Resolution Policy ("UDRP") and that these may be modified from time to time. The current version of this dispute policy may be found at our Web site: <http://www.moniker.com/help/disputepolicies.jsp>. Please take the time to familiarize yourself with that policy.

You agree that we, in our sole discretion, may modify our dispute policy. We may post any such revised policy on our Web site at least thirty (30) calendar days before it becomes effective. You agree that, by maintaining the reservation or registration of your domain name after modifications to the dispute policy become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement, subject to your payment of any outstanding fees or expenses, if any, owed to us. We will not refund any fees paid by you if you terminate your Agreement with us.

## 9. DOMAIN NAME DISPUTES

You agree that, if your use of our domain name registration services is challenged by a third party, you will be subject to the provisions specified in our dispute policy in effect at the time of the dispute. You agree that in the event a domain name dispute arises with any third party, you will indemnify, defend and hold us harmless pursuant to the terms and conditions set forth below in this Agreement. It is your responsibility to list accurate contact information in association with your account and to communicate with litigants, potential litigants, and governmental authorities. It is not our responsibility to forward court orders or other communications to you.

If we are notified that a complaint has been filed with another registrar or a judicial, governmental or administrative body regarding your use of our domain name registration services, (i) we may, in our sole discretion, take whatever action we deem necessary regarding further modification, assignment of and/or control of the domain name deemed necessary to comply with the actions or requirements of such judicial, governmental or administrative body until such time as the dispute is settled and you shall hold us harmless for any such action taken in good faith and (ii) you agree not to make any changes to your domain name record without our prior approval. You agree that we may disallow you to make changes to such domain name record until we receive formal notice from the relevant judicial or administrative body directing us to do otherwise, or if we receive notification from you and the other party contesting your use of our domain name registration services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration and use of our domain name registration services, we may in our sole discretion deposit control of your domain name with the court by supplying the court a registrar certificate. You agree that we may comply with all court orders, domestic or international, directed against you and/or the domain name registration and may move such domains into our disputed domain account at Moniker. Furthermore, you agree that we may suspend, cancel or transfer your domain name registration services in order to: (1) to correct mistakes made by us or the registry in registering your chosen name or (2) to resolve a dispute under our dispute policy. We will not refund any fees paid by you if we terminate your services.

For the adjudication of disputes concerning or arising from use of any domain name you register with us, you submit, without prejudice to other potentially applicable jurisdictions and without objection on the basis of forum nonconveniens or any other basis, to the jurisdiction of the courts (1) of your domicile, and (2) where we are located in Pompano Beach, Florida.

## 10. PROHIBITED CONDUCT

As a condition of your use of our services, you agree not to use them for any purpose that is unlawful or prohibited by this Agreement, and you agree to comply with any applicable local, state, federal and international laws, government rules or requirements.

Without limiting the generality of the foregoing, you agree that the following is a non-exclusive list of actions that are not permitted when using the services:

- the uploading, posting or otherwise transmitting of any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, slanderous, vulgar, obscene, libelous, invasive of another's privacy, hateful, embarrassing or racially, ethnically or

otherwise objectionable;

- activities designed to encourage unlawful behavior by others, such as hate crimes, terrorism and child pornography;
- the impersonation of any person or entity, including, but not limited to, an employee of Moniker or any of its affiliates, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- the uploading, posting or other transmittal of any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- the uploading, posting or other transmittal any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- the uploading, posting or other transmittal of any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, as determined by Moniker in its sole discretion;
- the uploading, posting or other transmittal of any content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment such as "trojan horses" or engaging in activities that result in illegal access to other computers or networks, including those of Moniker;
- "stalking" or otherwise harassing another;
- collecting or storing personal data about other users; or
- promoting or providing instructional information about illegal activities, promoting physical harm against any group or individual, or promoting any act of cruelty to animals.

We reserve the right to cancel or terminate your use of the services if you engage in any of the activities described above or your usage of the services results in, or is the subject of, legal action or threatened legal action, against Moniker or any of its affiliates or partners, without consideration for whether such legal action or threatened legal action is eventually determined to be with or without merit.

## 11. BREACH

You agree that all of the following may be considered by us a material breach of your obligations under this Agreement: (i) your failure to abide by any provision of this Agreement, any Moniker operating rule or policy or the dispute policy, (ii) your failure to pay any amounts due pursuant to this Agreement or any other written or online agreement with us for services that we provide, (iii) your willful provision of inaccurate or unreliable information as part of the application process, (iv) your failure to update your information to keep it current, complete and accurate, or (v) your failure to respond for more than fifteen (15) calendar days to inquiries from us concerning the accuracy of the contact details associated with your domain name registration. You agree that if any of the following events occurs, we may then provide a written notice describing the breach to you. If within ten (10) calendar days of the date of such notice you have not provided evidence deemed satisfactory by us that you have not breached this Agreement or any other agreement or terms of service with us, such Moniker operating rule or policy or the dispute policy, we may delete the registration or reservation of your domain name, assume ownership of your domain names registered with us and either hold them or sell them for our own account and/or terminate any other Moniker service(s) you are using without further notice. We will not refund any fees paid by you if we terminate your Agreement due to your breach.

## 12. REPRESENTATIONS AND WARRANTIES

You represent, warrant and agree that:

1. the information that you or your agent on your behalf provide to us during the application process to register your domain name or to apply for other Moniker service(s) is, to the best of your knowledge and belief, true, accurate and complete, and that any future changes to this information will be provided to us in a timely manner according to the modification procedures in place at that time;
2. to the best of your knowledge and belief neither the registration of your domain name nor the manner in which you intend to use such domain name will directly or indirectly infringe, or conflict with, the legal rights of a third party, including their intellectual property rights;
3. if you are a legal entity, you have all requisite right, power and authority to execute this Agreement and to perform your obligations hereunder and the person performing activities on the entity's behalf is so authorized to act on behalf of the entity;
4. if you are an individual, you are at least 18 years of age or that you have an agent who is 18 years of age or older and entering into this Agreement on your behalf; and
5. you have selected the necessary security option(s) for your domain name registration record.

You agree that your use of our service(s) is solely at your own risk. You agree that all of our services are provided on an "as is," and "as available" basis and that neither Moniker nor any of its representatives makes any representation or warranty of any kind in connection with this Agreement or the provision of any services to you.

## 13. DISCLAIMER OF WARRANTIES

MONIKER EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE SERVICES ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO WARRANTY THAT OUR SERVICE(S) WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE(S) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE(S) OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH OUR DOT COM MAIL SERVICE. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR .COM MAIL SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. WE MAKE NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH ANY OF OUR SERVICES OR ANY TRANSACTIONS ENTERED INTO THROUGH SUCH SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OUR .COM MAIL SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

## 14. INDEMNITY

You agree to release, indemnify, defend and hold harmless Moniker, its parent, subsidiaries and affiliates and each of our and their respective employees, officers, directors, shareholders, affiliates, contractors, agents, successors and assigns (collectively, the "Moniker Parties") from any and all claims, actions, proceedings or demands and all liabilities, claims, damages, losses, costs and expenses, including reasonable attorneys' fees and expenses, of third parties, relating to or arising under this Agreement, the Moniker services provided hereunder, your domain name registration, or your use of the Moniker services, including without limitation (i) infringement of or dilution by you, or someone else using our service(s) from your computer, of any intellectual property or other proprietary right of any person or entity, (ii) your failure to perform any of your obligations to us or others relating to the services we provide or (iii) a violation of the terms of this Agreement or of policies and procedures incorporated herein or relating to the service(s) provided. If we are threatened with suit or sued by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a material breach of this Agreement providing us any and all remedies provided herein, including without limitation suspension or termination of your account with us and confiscation of your domain names.

You further agree to indemnify, defend and hold harmless the Moniker Parties and their business partners, and any applicable domain name registry, including without limitation VeriSign, Inc., Afiliis Limited, NeuLevel, Inc., NeuStar, Inc., SITA and Public Interest Registry, and their respective subsidiaries and affiliates, and the directors, officers, employees and agents, subcontractors and shareholders of each of them, from and against any and all claims, actions, losses, damages, expenses and costs, including reasonable attorneys' fees and expenses, arising out of or relating to (i) your domain name registration, (ii) any breach by you of this Agreement, including the Dispute Policy, or (iii) any third party claim, action, or demand related to your domain name or the use thereof. This indemnification obligation shall survive the termination or expiration of the registration agreement.

This indemnification obligation is in addition to any other rights or remedies Moniker may have against you at law or in equity.

You agree that Moniker shall have the right to participate in the defense of any such claim through counsel of its own choosing. You agree to notify Moniker of any such claim promptly in writing and to allow Moniker to control the proceedings should it so desire. You agree to cooperate fully with Moniker during such proceedings.

You agree to cooperate fully with Moniker during such proceedings. You agree you will not be entitled to a refund of any fees paid to Moniker if, for any reason, Moniker takes corrective action with respect to your improper or illegal use of its services.

## 15. EXCLUSIVE REMEDY

You agree that our entire liability, and your exclusive remedy, in law, in equity, or otherwise, with respect to any Moniker service(s) provided under this Agreement and/or for any breach by Moniker or its employees of this Agreement is limited solely to the amount you paid for such service(s). TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ANY MONIKER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS OR THE COST OF PROCURMENT OF SUBSTITUTE SERVICES) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE USE OF OR INABILITY TO USE ANY OF THE SERVICES PROVIDED BY MONIKER THE PROGRAM, EVEN IF MONIKER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO USER.

Without limiting the generality of the foregoing, you agree that we are not responsible for, and we specifically disclaim, any loss or liability resulting from, but not limited to:

- loss or liability resulting from access delays or access interruptions;
- loss or liability resulting from data non-delivery or data mis-delivery;

- loss or liability resulting from acts of God;
- loss or liability resulting from the unauthorized use or misuse of your Account Number, Password or security authentication option;
- loss or liability resulting from errors, omissions, or misstatements in any and all information or service(s) provided under this Agreement;
- loss or liability relating to the deletion of or failure to deliver or store e-mail messages;
- loss or liability resulting from the disrupted development or interruption of your website;
- loss or liability from inaccessibility of our dot com mail service;
- loss or liability that you may incur in connection with our processing of your application for our services, our processing of any authorized modification to your domain name record or your agents failure to pay any fees, including the initial registration fee or re-registration fee; or
- loss or liability as a result of the application of our dispute policy.

## 16. REVOCATION

You agree that we may terminate your contractual right to use our service(s) if the information that you are obligated to provide to register your domain name or register for other Moniker service(s), or that you subsequently modify, contains false or misleading information, or conceals or omits any information we would likely consider material to our decision to register your domain name or to continue to provide you domain name registration services.

Moniker expressly reserves the right to deny, cancel or transfer any registration that it deems necessary, in its discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal, on the part of Moniker, as well as its affiliates, subsidiaries, officers, directors and employees. We also reserve the right to freeze a domain name during the resolution of a dispute, whether an "official" dispute such as a lawsuit or the filing of a UDRP, or an "unofficial" dispute as determined in our sole discretion..

## 17. RIGHT OF REFUSAL

We, in our sole discretion and without any liability to us, reserve the right to refuse to register or continue to host registration of any domain name for any reason, including your failure to comply with the terms of this Agreement. In the event we refuse to register your domain name or continue to support an existing registration we will not issue a refund for any applicable fees you have paid. We will inform you that Moniker refuses to provide you the service, and, in the case of an existing domain registration, may allow you a period of time to transfer the domain away from Moniker. If you are unwilling or unable to transfer a domain that we have refused, you agree that we may delete the domain in question. You agree that we shall not be liable to you for loss or damages that may result from our refusal to register or our deletion your domain name or refusal to register you for other services.

## 18. LANDING PAGES AND PARKING PAGES

All domain names registered through Moniker which do not specify a DNS may be pointed to a "Coming Soon," For Sale, Search, or special Idle Web page which informs visitors that the registrant has recently registered their domain name at Moniker. These web pages may be modified at any time by Moniker without prior notice to you and may include such things as, without limitation (i) links to additional products and services offered by Moniker, (ii) advertisements for products and services offered by third-parties, and (iii) an internet search engine interface. You agree that Moniker has the right to point names as set forth herein without compensation or remuneration to you. If for any reason you do not wish to have the domain name you have registered pointed to a Coming Soon, For Sale, Search, or special idle web page, please notify our Customer Support team at support@moniker.com, or use Moniker Domain Manager utility to forward your domain to another location.

## 19. AGREEMENT TO BE BOUND

By applying for a Moniker service(s) through our online application process or by applying for and registering a domain name as part of our web or e-mail template application process or by using the service(s) provided by Moniker under this Agreement, you acknowledge that you have read and agree to be bound by all terms and conditions of this Agreement and any pertinent rules or policies that are or may be published by Moniker at any time. These terms will continue to apply to all past use of the service(s) by you, even if you are no longer using the service(s). You acknowledge and agree that we may terminate or block your use of all or part of the service without prior notice for any reason, including, without limitation, if we believe you have engaged in conduct prohibited by these terms. You agree that upon termination or discontinuance for any reason, Moniker may delete all information related to you on the service and may bar your access to and use of the service.

## 20. AGENTS

You agree that if your agent (e.g., an Internet Service Provider, employee, etc.) purchased our service(s) on your behalf, you are nonetheless bound as a principal by all terms and conditions herein, including the dispute policy. Your continued use of our services



shall ratify any unauthorized actions of your agent. By acting on your behalf, your agent certifies that he or she is authorized to purchase our services on your behalf, that he or she is authorized to bind you to the terms and conditions of this Agreement and that he or she has apprised you of the terms and conditions of this Agreement. In addition, you are responsible for any errors made by your agent. We will not refund fees paid by you or your agent on your behalf for any reason, including, but not limited to, if your agent fails to comply with the terms and conditions of this Agreement, incorrectly provides information in the application process changes or otherwise modifies your domain name record incorrectly.

## 21. NOTICES AND ANNOUNCEMENTS

You authorize us to notify you of information that we deem is of potential interest to you. Notices and announcements may include commercial e-mails and other notices describing changes, upgrades, new products and services or other information pertaining to Internet security or to enhance your identity on the Internet and/or other relevant matters. If you do not wish to receive bulk email solicitation notices or announcements please send us an email at [support@moniker.com](mailto:support@moniker.com).

Notices concerning breach will be sent either to the email or postal address you have on file with us. In both cases, delivery shall be deemed to have been made five (5) days after the date sent. Notices from you to Moniker (which shall be deemed to have been made by you to Moniker five (5) days after the date sent) shall be made either by email, sent to the address we provide on our web site, or first class mail to our address at:

Moniker Online Services, LLC  
20 SW 27th Ave., Suite 201  
Pompano Beach, Florida 33069  
Attn: General Counsel

## 22. DOMAIN WHOIS PRIVACY

General. When you subscribe to Moniker's Whois Privacy Service for a particular domain name (the "Privacy Service"), you authorize and direct our affiliate, Moniker Privacy Services, LLC, to display alternate contact information in the public Whois database for the applicable domain name registration. The purpose of the Privacy Service is to shield your personal information from the general public to prevent unwanted or unsolicited communications and other inquiries. The purpose of the Privacy Service is NOT to assist you in avoiding responsibility should your domain registration infringe any third party's legal rights or you engage or seek to engage in any act or activities which are prohibited by this Agreement.

The Privacy Service consists of the display of alternate contact information in the public Whois database for the applicable domain name registration as well as certain types of communication forwarding by us to you. You maintain full and complete control and responsibility for your domain name which utilizes the Privacy Service, including the right to sell, transfer, convey or assign such domain name registration, control the use of such domain name registration and renew, cancel or terminate such domain registration as well as all liability for the existence or any use of such domain name registration.

Whois Record Information. Subscription for the Privacy Service for a particular domain name registration will result in the following information being provided in the Whois database for such domain name registration:

- the name and postal address in the registrant, administrative contact, billing contact and technical contact will be that of Moniker Privacy Services, LLC at its then current address; and
- the e-mail address, telephone number and facsimile number in each of the administrative contact, billing contact and technical contact will be that of Moniker Privacy Services.
- You acknowledge that your use of the Privacy Service may prevent Moniker from archiving or escrowing your whois data with third parties.

Communications Forwarding. By subscribing to the Privacy Service, you authorize and direct Moniker Privacy Services LLC to process communications directed to you at the contact information displayed in the public Whois database as follows:

- E-Mail Address. Messages received at the e-mail address posted in the public Whois database will be filtered for unwanted email and forwarded to the e-mail address associated with your account for the applicable domain name. Unsolicited commercial offers, whether involving the domain name specifically or not, shall be generally considered as unwanted email. Any type of legal correspondence shall be considered wanted email and shall be forwarded. Moniker Privacy Services LLC has sole discretion as to what constitutes unwanted email received in connection with the applicable domain name.
- Postal Address. You hereby authorize Moniker Privacy Services LLC to receive, sort, open, forward, and destroy any and all mail sent to that address in its sole discretion. Mail received via postal mail, certified mail or courier will be opened and all such mail that can be scanned will be scanned and sent to you via the e-mail address associated with the account for the applicable domain name. You acknowledge that you will have five (5) days from the date that such scan is emailed to you to request in writing that a copy of such scanned mail be forwarded to you via postal mail at your expense. You acknowledge that unless you direct us otherwise in writing within such five (5) day period, all such mail will be destroyed five (5) days after a scanned copy is sent to you via e-mail. You specifically acknowledge that Moniker Privacy Services LLC may in its sole discretion destroy all third class and "junk" mail upon receipt and will either discard all such other communications received or return the same to the sender unopened.
- Phone / Fax. The telephone and fax numbers listed Whois record of the applicable domain name are answered and monitored by Moniker Privacy Services LLC. Third parties attempting to contact you using either of these means are informed that the domain owner does not wish to receive communication in this manner and prefers email. No messages or faxes will be forwarded to you.

You acknowledge and agree that in responding to communications received by Moniker Privacy Services which constitute complaints with respect to any domain name registration which utilizes the Privacy Services, Moniker may communicate with the complainant and inform them that Moniker is not the true registrant of the domain name in question, that Moniker will forward a copy of the complaint or other communication to you and that if you do not respond within a certain period of time, your lack of response may constitute grounds for cancellation of the Privacy Service with respect to such domain name registration. Moniker may then in its sole discretion attach your default whois information to the domain and display it when the whois record for the domain is looked up.

You acknowledge and agree that Moniker may decline to offer the Privacy Service on certain TLDs in order to comply with regulations specific to that TLD. You further agree that Moniker may terminate an existing Privacy Service subscription if we in our sole discretion determine that termination is necessary in order to comply with regulations specific to a TLD. In the event that Moniker does terminate an existing Privacy Service subscription for the foregoing reason, you will be eligible for a refund on that subscription.

You hereby waive any and all claims arising from your failure to receive any type of communications directed to your domain name contact information displayed in the public WHOIS database but not forwarded to you by Moniker Privacy Services LLC. You hereby acknowledge that is your sole obligation to respond to any and all legal inquiries or challenges made with respect to any of your domain names which utilize the Privacy Services. You hereby agree that neither Moniker nor Moniker Privacy Services is responsible for, and we specifically disclaim any loss or liability resulting from, any claim arising out of or related to a domain name which utilizes the Privacy Service and which is the subject of any action or claim by or before any judicial, administrative or governmental body.

Disclosure of Contact Information: Right to Terminate the Privacy Service. You acknowledge and agree that Moniker Privacy Services LLC has the absolute right as it deems necessary in its sole discretion, without providing notice and without any liability to Moniker or Moniker Privacy Services LLC whatsoever, to reveal to third parties, including any UDRP provider, the contact information provided by you to Moniker Privacy Services LLC in connection with the applicable domain name and to suspend, cancel or terminate our provision of the Privacy Service to you if we reasonably perceive that:

- the domain name violates or infringes a third party's trademark, trade name or other legal rights or that you are utilizing the domain name to engage in activities which are prohibited by this Agreement;
- the action is necessary to comply with any applicable laws, government rules or requirements, ICANN policies or requirements, including UDRP providers, subpoenas, court orders, requests of law enforcement or government agencies; or
- any third party threatens legal action against Moniker Privacy Services LLC, Moniker or any of its affiliates that is related in any way to the domain name, or claims that you are using the domain name registration in a manner that violates any law, rule or regulation, including the terms of this Agreement, or is otherwise infringing a third party's legal rights.

Indemnification. In accordance with your indemnification obligations of the Moniker Parties pursuant to Section 14, you hereby agree to release, indemnify, defend and hold harmless the Moniker Parties from any and all claims, actions, proceedings or demands and all liabilities, claims, damages, losses, costs and expenses, including reasonable attorneys' fees and expenses, of third parties, relating to or arising out of your domain name registration and your use of the Privacy Services, including without limitation infringement of or dilution by you of any intellectual property or other proprietary right of any person or entity, or a violation of the terms of this Agreement or of policies and procedures incorporated. If we are threatened with suit or sued by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a material breach of this Agreement providing us any and all remedies provided herein, including without limitation suspension or termination of your account with us and confiscation of your domain names.

## 23. GOVERNING LAW; JURISDICTION AND VENUE

Except as otherwise set forth in the UDRP or any similar ccTLD policy with respect to any dispute over a domain name registration this Agreement, this Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving any effect to any choice of law provisions thereof that would cause the application of the laws of any other jurisdiction, as if the Agreement was a contract wholly entered into and wholly performed within the State of Florida. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms of Service.

You agree that any claim, dispute, action or litigation based hereon, relating to or arising out of this Agreement or our performance of that you, shall be brought and maintained exclusively in the state or Federal courts located in Miami/Dade County, Florida. You hereby expressly and irrevocably submit to the jurisdiction of the state or Federal courts located in Miami/Dade County, Florida for the purpose of any such litigation as set forth above. You further irrevocably consent to the service of process by personal service within or without the State of Florida. You expressly and irrevocably waive, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any such litigation brought in any such court referred to above and any claim that any such litigation has been brought in an inconvenient forum. Notwithstanding the foregoing, for the adjudication of third party disputes (i.e., disputes between you and another party, not us) concerning or arising from use of domain names registered hereunder, you acknowledge and agree that you shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (a) of the domain name holder's domicile, and (b) where we are located, currently Pompano Beach, Florida.

You agree that any cause of action arising out of or related to the services provided to you by Moniker must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

## 24. ADDITIONAL REGISTRY REQUIREMENTS

The following provisions apply to any domain names that you register through Moniker in the relevant registry(ies).

(.INFO) With respect to any registration of a .INFO second level domain name, you agree to the following terms:

- You consent to the use, copying, distribution, publication, modification, and other processing of your personal data by Afiliat, the .INFO Registry Operator, and its designees and agents in a manner consistent with the purposes specified pursuant in its contract;
- You agree to submit to proceedings under the UDRP and comply with the requirements set forth by Afiliat for domain names registered during the Sunrise Period, including the mandatory Sunrise Dispute Resolution Policy. These policies are subject to modification by Afiliat in its discretion;
- You agree to immediately correct and update the registration information for the .INFO registered domain name during registration term for such domain name; failure to correct this information shall constitute a breach of this Agreement; and
- You acknowledge that Afiliat, the registry operator for .INFO, will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period or the Land Rush Period, including, without limitation: (a) the ability or inability of a registrant to obtain a given domain name during these periods, and (b) the results of any dispute over a Sunrise Registration.

Moniker and Afiliat expressly reserve the right to deny, cancel or transfer any registration that either shall deem necessary, in its discretion, to protect the integrity and stability of the .INFO registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal, on the part of Moniker and/or Afiliat as well as their affiliates, subsidiaries, officers, directors and employees. Moniker and Afiliat also reserve the right to lock a domain name during resolution of a dispute.

## 25. Dot-MOBI REGISTRATIONS

Registered Name Holder shall:

Indemnify to the maximum extent permitted by law, defend and hold harmless Registry Operator, and its directors, officers, employees and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration and or use, and this indemnification obligation survive the termination or expiration of the registration agreement; (3.7)

Indemnify, defend and hold harmless Registry Services Provider, its subsidiaries and affiliates, and the directors, officers, employees and agents or each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration and or use, and indemnification obligation survive the termination or expiration of the registration agreement; (3.7.1)

Acknowledge and agree that notwithstanding anything in this Agreement to the contrary, mTLD Top Level Domain Ltd. ("dotmobi"), the Registry Operator of the .mobi TLD, is and shall be an intended third party beneficiary of this Agreement. As such, the parties to this Agreement acknowledge and agree that the third party beneficiary rights of dotmobi have vested and that dotmobi has relied on its third party beneficiary rights under this Agreement in agreeing to Moniker being a registrar for the .mobi top-level domain. Additionally, the third party beneficiary rights of dotmobi shall survive any termination or expiration of this Agreement. (3.8.3)

Comply with ICANN requirements, standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN; (3.8.1)

Comply with operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry Operator in a non-arbitrary manner as Registry Policies, applicable to all registrars and/or Registered Name Holders, and consistent with the Registry Agreement shall be effective upon thirty days notice by Registry Operator to Registrar; (3.8.2)

Consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified pursuant to Subsection 2.6 and with relevant mandatory local data protection, laws and privacy; (3.8.4)

Submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP"); (3.8.5)

Provide current, accurate and complete information in connection with its registration of the Domain Name and its creation, launch, and operation of the Website, including but not limited to information required for the purposes of the Whois records.

Immediately correct and update the registration information for the registered Name during the registration term for the Registered Name; (3.8.6)

Acknowledge and agree to be bound by the terms and conditions of the initial launch and general operations of the Registry TLD, including without limitation the Limited Industry Launch, the Sunrise Period, the Land Rush Period, the Sunrise Dispute Resolution Policy, the Premium Name Allocation Process, and the General Registration Period, and further to acknowledge that Registry Operator and the Registry Service Provider has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Limited Industry Launch, the Sunrise Period, the Land Rush Period, the Sunrise Dispute Resolution Policy, the Premium Name Allocation Process, and the General Registration Period including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute made during the limited industry launch or over a Sunrise Registration. (3.8.7)

Acknowledge that if the domain name being registered is a dotMobi Premium Name, as such are listed at <http://mtld.mobi/domain/premium>, then use of the domain is also subject to the terms and conditions of the dotMobi Premium Name

Agreement (formerly known as the dotMobi Auction Agreement) posted at <http://mtld.mobi/node/1135>, which is incorporated by reference herein.

Acknowledge and agree that upon termination or expiration of the dotMobi Premium Name Agreement in accordance with the terms thereof, (i) any and all rights of Registrant to the Registration of the Domain Name, the Registration Code, and/or to create, launch, and/or operate the Website shall be terminated, and all such rights shall revert to mTLD and (ii) mTLD may grant Registration rights to the Domain Name and/or rights to the Registration Code to any entity or person in its sole discretion, and Registrant shall have no rights or recourse against mTLD and/or Registrar relating to the registration or use of the Domain Name and/or Registration Code by any other such entity or person.

Acknowledge and agree that the Registry and Registry Services Provider, acting in consent with the Registry, reserves the right to deny, cancel or transfer any registration that it deems necessary, in its discretion (i) to protect the integrity and stability of the registry; (ii) to comply with all applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of the Registry as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) for violations of the terms and conditions herein; or (v) to correct mistakes made by the Registry or any registrar in connection with a domain name registration, and the Registry also reserves the right to freeze a Registered Name during resolution of a dispute. (3.8.8.)

Acknowledge and agree that they must comply with the requirements, standards, policies, procedures and practices set forth in the dotmobi Style Guide ([www.mtld.mobi](http://www.mtld.mobi)) and consent to the monitoring of the website as described in the dotmobi Style Guide monitoring guidelines ([www.mtld.mobi](http://www.mtld.mobi)) for compliance with the Style Guide. Furthermore, Registrant acknowledges and agrees that this Style Guide is subject to modification by the Registry with any such changes appearing at the previously designated URL, and that Registrant must promptly comply with any such changes in the time allotted. (3.8.9)

Acknowledge and agree that Proxy or Proxy Registrations will not be allowed during the Sunrise Period, the Limited Industry Launch and the Premium Name Allocation and Auction Period, and in such an instance will constitute a material breach to this contract. (3.9.1)

## 26. MISCELLANEOUS

**Waiver of Jury Trial.** EACH OF THE PARTIES HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT AND ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREWITH, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

**No Guarantee.** You agree that, by registration of your chosen domain name, such registration does not confer immunity from objection to either the registration or use of your domain name.

**No Third Party Beneficiaries.** Except as expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

**Prohibition of Assignment.** You may not assign any of your rights or delegate any of your duties under this Agreement without the prior written consent of Moniker. Any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at our option.

**Successors and Assigns.** Except as otherwise expressly provided herein, this Agreement shall bind and inure to the benefit of the successors, assigns, heirs, executors and administrators of the parties hereto.

**Intellectual Property.** You agree that Moniker holds all right, title and interest in and to all services, its websites any information and technology used to provide the services, including any application programming interfaces, and all intellectual property rights of Moniker, including other rights related to intangible property. You acknowledge that no title or interest in such intellectual property rights is being transferred to you and you agree to make no claim of interest in any such services.

**Force Majeure.** If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, government regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused.


**Waiver.** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No failure or delay by Moniker in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

**Severability.** The provisions of this Agreement are severable. If a court or an arbitrator of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

**Entire Agreement.** Except as may be set forth in an written agreement signed between you and Moniker, this Agreement, together with all of our policies published by us, including our dispute policy, privacy policy and domain deletion and auto-renew policy constitute the final, complete, and exclusive agreement between us regarding our provision to you of the services and supersedes all prior and contemporaneous understandings or agreements of the parties, whether established by custom, practice, policy or precedent.

**Attorneys Fees.** If Moniker prevails in any action, suit, or proceeding arising from or based upon this Agreement, Moniker shall be entitled to recover from you its reasonable attorneys' fees in connection therewith in addition to the costs of such action, suit, or proceeding.

**Headings.** The headings in this Agreement are descriptive and are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties this Agreement.

<a href="#">About Us</a> <a href="#">Partners</a> <a href="#">Affiliates</a>	<a href="#">Legal</a> <a href="#">Privacy Policy</a> <a href="#">Site Map</a>	<a href="#">Contact</a> <a href="#">Support</a>	<div> <a href="#">Like us on Facebook</a></div> <div> <a href="#">Follow us on Twitter</a></div>	<div></div> <div></div> <div></div>
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